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10-16-03

ASSIGNMENT

In consideration of the payment of one (\$1.00) dollar, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Milton B. Maxwell, Jr., Bradley R. Mitchell, Norman J. Noffsinger, Ph.D., ("Assignors") assign to MAX Well Medical, Inc. of Nashville, TN ("Assignee"), their entire right, title, and interest in and to an invention entitled "Method of Generating and Maintaining a Patient Medication Profile" (the "Invention"), and in any and all patents, reissue patents, certificates of inventorship, design registrations, utility models, and the like, that may be granted in the U.S. or in any foreign country with respect to the Invention and improvements thereto, and in any application, including continuations, continuations-in-part, or divisions, that may be filed with respect to the Invention or improvements thereto.

Assignors grant to Assignee the right to add the following information regarding a U.S. patent application to be filed so that this assignment may be recorded in the United States Patent and Trademark Office.

Method of Generating and Maintaining a Patient Medication Profile
(Title of Application)

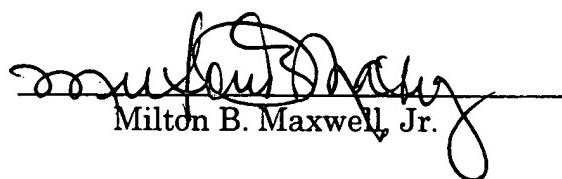
(Serial Number)

(Filing Date)

Assignors will, without additional charge to Assignee but at Assignee's expense, cooperate with and assist Assignee such that Assignee may realize and fully enjoy all the rights assigned hereunder, including the preparation and execution of all papers needed by Assignee, and providing such information and assistance as may reasonably be required by Assignee in any administrative or legal proceeding to obtain or protect such rights.

Assignors represent and warrant that he has not transferred, licensed, and/or assigned any interest in the Invention to anyone other than Assignee, and that they have not entered into any contract, assignment, or license conveying any right granted to Assignee hereunder, or that would otherwise conflict with this Assignment.

This Assignment and each of its terms shall be binding on each Assignor, his representatives, heirs and assigns, and shall inure to the benefit of Assignee, its successors, and assigns.



Milton B. Maxwell, Jr.

9/30/03

Date

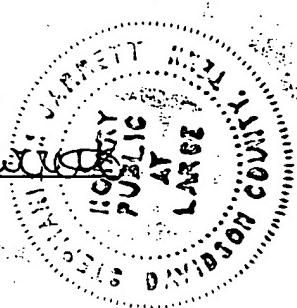
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Stephanie M. Garrett Notary Public of the state and county aforesaid, personally appeared Milton B. Maxwell, Jr., with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to be the within named joint

Assignor, and that he executed the foregoing instrument for the purposes therein contained.

This 30th day of September, 2003.

Stephanie M. Jarek
Notary Public



My commission expires: 3-25-06

Bradley R. Mitchell
Bradley R. Mitchell

10/1/2003
Date

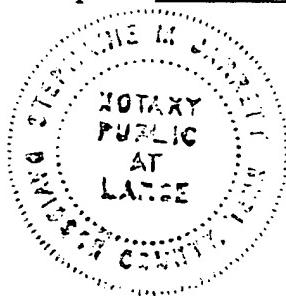
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Stephanie M. Jarek, Notary Public of the state and county aforesaid, personally appeared Bradley R. Mitchell, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to be the within named joint Assignor, and that he executed the foregoing instrument for the purposes therein contained.

This 1st day of October, 2003.

Stephanie M. Jarek
Notary Public

My commission expires: 3-25-06



Norman J. Noffsinger, Ph.D.

10/7/08

Date

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Stephanie M. Jackson Notary Public of the state and county aforesaid, personally appeared Norman J. Noffsinger, Ph.D., with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to be the within named joint Assignor, and that he executed the foregoing instrument for the purposes therein contained.

This 7th day of October, 2003.

Stephanie M. Jackson
Notary Public

My commission expires: 3-25-08

